

The complaint

Mr K and Mrs K complain that esure Insurance Limited ('esure') declined their claim for roof damage under their home insurance policy.

Mr K has acted as the main representative during the claim and complaint process. So, for ease of reference, I will refer to any actions taken, or comments made, as those of "Mr K" throughout this decision.

What happened

The following is intended as a summary of events only, as the circumstances are well known to both parties. In brief, Mr K held a home insurance policy underwritten by esure. Mr K noticed water ingress to his living room in May 2024 and noted his TV aerial had fallen and there were broken roof tiles on the roof above. Mr K contacted esure to make a claim under his policy.

Mr K said he didn't know the exact point the damage to the roof had happened, but he'd heard a large noise around the date he noticed the water ingress. Mr K said there had been severe rainfall and large gusts of wind which he assumed had caused the damage to his roof. A surveyor was appointed to inspect the damage, but Mr K said they only inspected the internal damage to his living room and esure asked him to obtain a quote from an independent contractor to inspect the damage to the roof, which Mr K did.

Ultimately, while esure agreed to cover the claim for internal damage, they declined the roof damage element of the claim and said the weather experienced wouldn't meet the policy's definition of a "storm". They also said the contractor had identified the roof was in a poor state of repair and relied on a policy exclusion for "poor workmanship". Mr K was unhappy with this outcome and said the roof was in good condition and had been signed off by building control less than a year before the damage, in July 2023.

Mr K said the contractor who installed the roof had photos of each stage of the roofing process while it was being installed, but esure hadn't reached out to the contractor to request copies of this evidence. Mr K said esure hadn't physically inspected the roof at any stage and has instead relied on photos provided in turning down the claim. He also said he had cover for aerial damage included in his policy. Unhappy with how esure handled the claim, he raised a complaint.

In response to Mr K's complaint, esure said any claim made needed to be caused by an insured peril listed in the policy. They said "storm" was defined in the policy wording and while there were rainstorm conditions present at the time of the incident, which is why they were able to cover the damage caused internally by the water ingress, they didn't feel there were any windstorm conditions present on the incident date or for several weeks prior. They said that there was no evidence of any damage to the roof that a storm might cause – and maintained the contractor had told them any damage to the roof was due to poor workmanship, which was excluded under the policy. They therefore didn't change their claim outcome or uphold Mr K's complaint.

Unhappy with esure's response, Mr K brought the complaint to this Service. An Investigator looked at what had happened and initially recommended the complaint be upheld. She said while she agreed there hadn't been any recorded storm conditions that met the policy's definition, she felt esure hadn't been able to provide any evidence of poor workmanship and they should reconsider the claim under accidental damage. She also felt esure should pay £100 compensation.

In response, esure said they didn't agree with the Investigator's findings. They said they couldn't repair the roof under the Accidental Damage section of the policy as it was confirmed there hadn't been any storm conditions which caused the damage. They also highlighted a call between their surveyor and Mr K's appointed contractor who provided a quote for the works which said the roof was cracked in a number of places. In response, the Investigator issued a new outcome in which she concluded that esure had been able to show the damage was most likely due to poor workmanship and therefore their decline of the claim was fair and reasonable.

Mr K responded to the Investigator's second outcome and disagreed. He said there was no technical commentary as to why esure believed the images showed bad workmanship, and more importantly why this, rather than the aerial, which had clearly hit the roof in the leak location, was the cause of the water ingress. He maintained that the roof was in good condition as it had been signed off by building control less than a year before the water ingress. And he said the building contractor's comments had been misunderstood by esure and were a mistake on their part because they were referring to a different roof.

Mr K asked for an Ombudsman to consider the complaint, so it's been passed to me to decide.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I should start by explaining that I haven't made a finding on whether there is cover for storm damage as part of my Decision, as this point has been resolved between Mr K and esure since the complaint came to this Service. I also haven't made any findings on the internal damage caused by the ingress of water, as esure has agreed to cover this part of the claim. Instead, I've focused on esure's decline of the roof damage element of the claim due to poor workmanship, which they said was supported by a phone call with Mr K's contractor who reported that the roof was in poor condition.

The crux of this complaint is that Mr K said the contractor made a mistake around which roof he was discussing when he spoke to esure. Mr K explained this was supported by the fact that the contractor said the roof was *"leaking all around the window bay...and a roof cracked to bits / cracked all around the side"*. Mr K said these comments were clearly in relation to a different property, as he doesn't have a window on his roof. He also said the contractor later provided written comments which referred to the damage as being caused by the falling aerial and that these were provided to esure in July 2024, prior to the final response being issued – however, esure's stance remained the same.

I considered the apparent contradiction between Mr K's contractor's earlier phone call with esure's surveyor against the later written comments. In the phone call, the contractor said the roof had been poorly constructed, and this appears to be a major point esure relied on the decline cover. However, the contractor's written comments do suggest this isn't the case – they said:

“Aerial blown of roof in storm and hit flat roof with force causing a penetration hole in which allowed water into roof substrate causing grp to crack”

I've thought about this situation very carefully, and I've considered the evidence provided by both parties. I've noted the following from an email from the contractor to Mr K in October 2024:

“The point damage is consistent with aerial spacing. Waters entered the holes underneath causing roof substrate to crack in a number of places. The roof is leaking below and had temporary sealant applied which will soon begin to fail. The cracks will likely expand and cause more.... We can see that this particular roof was fully functional previous to the damage.”

I note the email says the roof was *“fully functional previous to the damage”* which appears to support Mr K's comments that the building control surveyor who signed off the roof didn't identify any issues. I can also see Mr K has also provided a further report from November 2024 which outlines the following relevant points:

“I observed a well laid large GRP roof, with characteristic damage in a single area from an object striking from height”

“Fibre glass can be brittle on impact and this has caused 3 sharp puncture holes in the roof with separation cracks. There is a big internal leak directly in line of this area.”

“Fibre glass roof shows evidence of being completed recently. This high standard finish should last between 15-30 years with 0 maintenance.”

“Post survey, client showed us photos of the roof, which he requested us to check for “workmanship issue.” We did not see any evidence of compromised roof performance aside from aforementioned damage.”

Having considered all the available evidence, I wrote to esure in December 2024 and asked them to provide their response to these points. I said I was initially persuaded that the original comments esure relied on were incorrect, and the contractor was likely discussing the wrong roof when he referred to poor workmanship.

I received a response from esure in January 2025 which confirmed that they would deal with the external damage under the 'Accidental Damage' element of the policy - which says:

“We will pay for Accidental Damage to Your Buildings or Contents as a direct result of a single, unexpected and unintended event which is not a result of any causes listed above.”

As such, I agree that esure should deal with the claim on that basis in order to remedy the damage.

What was the impact

I recognise the impact this complaint has had on Mr K, and while I haven't detailed everything here – I've considered everything Mr K has said. I don't doubt he's been very worried and upset as a result of discovering damage to his roof and the ingress of water, especially given he has a young family at home. And I appreciate he took out the insurance policy with esure to assist him in such a situation. So, when esure declined to cover the claim, I can understand why he felt he'd been unfairly treated and chose to complain.

Because esure relied on comments from Mr K's contractor about the condition of the roof, I don't think they acted unfairly by initially declining cover. This is because the incorrect information being provided wasn't due to anything esure, or their agents, did wrong.

However, I do think that at the point the contractor provided a written update, esure could have done more to investigate this point. So, I think from the time they were made aware there had been a mistake made, by not following this up they created a situation where Mr K had a stressful claims experience over and above what I would consider to be reasonable.

As such, I think awarding a sum of compensation is appropriate in the circumstances, and I think £200 adequately reflects the impact esure's actions had on Mr K from the date they ought to have done more.

My final decision

For the reasons given above, my final decision is that I uphold this complaint. I direct esure Insurance Limited to:

- Deal with Mr K's claim under the Accidental Damage section of his policy; and
- Pay £200 compensation for distress and inconvenience caused to Mr K.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K and Mr K to accept or reject my decision before 4 February 2025.

Stephen Howard

Ombudsman